



United States Government

NATIONAL LABOR RELATIONS BOARD

OFFICE OF THE GENERAL COUNSEL

Washington, D.C. 20570

March 15, 2017

VIA ECF

Mark J. Langer, Esq.

U. S. Court of Appeals for the D.C. Circuit

E. Barrett Prettyman U.S. Courthouse

333 Constitution Avenue, NW, Room 5423

Washington, DC 20001-2866

Re: *Durham School Services, L.P. v. NLRB*,
DC Cir. Nos. 16-1074 & 16-1116
Oral argument scheduled for March 22, 2017

Dear Mr. Langer:

The National Labor Relations Board (“the Board”), by its Deputy Associate General Counsel, provides the following information in response to a Notice of Settlement it received on March 14 in *Durham School Services, L.P. v. NLRB* (D.C. Cir. Nos. 16-1074 & 16-1116), a case that is scheduled for oral argument next week (March 22, 2016). The Notice, submitted via FedEx by Durham School Services (“the Company”) and addressed to the Court, indicates that the Company has made an “offer” to the Board and to Teamsters Local 853, International Brotherhood of Teamsters, Change to Win (“the Union”), “to resolve this matter by agreeing to recognize the Union as the representative of the relevant bargaining unit and to collectively bargain with the Union.”

The Board Order on review in this case requires the Company to cease and desist from failing and refusing to recognize and bargain with the Union as the exclusive representative of employees in the bargaining unit, and from in any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights under the National Labor Relations Act. *Durham School Services, L.P.*, 363 NLRB No. 129, slip op. at 2 (2016). The Order further requires that the Company take certain affirmative actions: (1) bargain with the Union on

request and embody any resulting understanding in a signed agreement, (2) post a remedial notice for 60 consecutive days, and (3) distribute the notice electronically as appropriate. *Id.*, slip op. at 2-3.

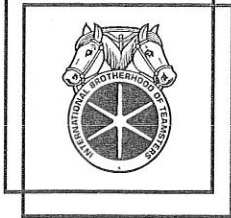
Although the Board certainly accepts the Company's offer to comply with the Order, the Board respectfully submits that the Court should not suspend the upcoming oral argument or otherwise delay further consideration of this case based on the Company's mere offer or promise to comply. The Board asks that the Court maintain this case on its calendar until the Company has taken concrete steps to meet the few remedial obligations it has under the Order. The Board fully expects that the Company can begin the process of compliance this week, by responding to the Union's outstanding request to bargain (see Attachment A), scheduling bargaining dates, and posting the required remedial notice.

Very truly yours,

/s/ Linda Dreeben

Linda Dreeben
Deputy Associate General Counsel
National Labor Relations Board
1015 Half Street, SE
Washington, D.C. 20570
(202) 273-2960

cc: Amanda A. Sonneborn (Counsel for Company) – via ECF
Sheila Sexton (Counsel for Union) – via email



TEAMSTERS LOCAL 853

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS & TEAMSTERS' JOINT COUNCIL #7

2100 MERCED STREET • SAN LEANDRO, CALIFORNIA 94577

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November 5, 2015

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Mr. Ronald Mahler
Durham School Services
27577 Industrial Blvd., Suite A
Hayward, CA 94545

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7012 2920 0000 9632 5554

Re: Demand to Bargain and Request for Information

Dear Mr. Mahler

As you are aware, Teamsters Local 853 recently became the collective bargaining representative of your employees who work as full-time and regular part-time routers, payroll department employees, administrative employees and dispatchers at your Hayward and Livermore locations. I look forward to a long relationship with the Company that is based on mutual respect.

The Union hereby demands to bargain the terms and conditions of employment of the bargaining unit employees with the purpose of reaching a collective bargaining agreement. The Union further demands to bargain over all discretionary discipline.

The Union is available to negotiate on the following dates: December 9, 10 or the 11th. Please contact me as soon as possible to set dates and times to begin negotiations.

In order to prepare for the negotiations, Teamsters Local 853 hereby requests the following relevant and necessary information to be provided within the next 2 weeks by end of business day Friday the 20th of November,

- Names, addresses and phone numbers of all employees in the bargaining unit;
- Initial Date of hire for each unit employee along with the dates of any rehiring;
- The job title of all employees in the bargaining unit;
- The current hourly wage rate for each employee in the bargaining unit;
- The hourly wages earned by each employee in the bargaining unit over the past three years;

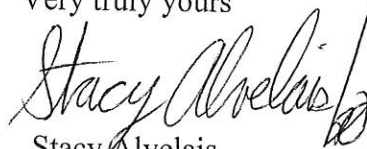
Representing Members in Warehousing, Dairy, Liquor, Bakery, Construction, Building Materials, Newspaper, Printing, Vending, Concession, Retail Delivery, Automotive, Retail, Graphic Communications, and Miscellaneous Industries

- Any promotions given to any bargaining unit employees within the past three years and attendant wage increases;
- A copy of documents showing or relating to the health benefits provided to the bargaining unit employees, including costs paid by the Company and the employee for coverage;
- A copy of any documents relating to pension plans, profit sharing plans, or 401(k) plans covering the bargaining unit employees and the amount paid into these plans by the Company;
- All documents outlining vacations, holidays, and any other terms and conditions of employment for these employees; and
- Copies of all personnel policies, work rules, codes of conduct, etc., that applies to the bargaining unit.

Finally, this letter will remind you that the Company is prohibited from making unilateral changes to the bargaining unit employees' terms and conditions of employment. You must first provide notice to and bargain with the Union prior to announcing or implementing changes to terms and conditions of employment.

I look forward to your prompt response to this letter.

Very truly yours

A handwritten signature in black ink, appearing to read "Stacy Alvelais", with a stylized flourish at the end.

Stacy Alvelais
Business Representative